IN THE HIGH COURT OF UTTARANCHAL AT NAINITAL

Writ Petition No. 187 of 2006 (M/B)

Angel Foods Pvt. Ltd.,
Village Sangudi Gaon,
Patti Pandey Gaon,
District Nainital, Uttaranchal,
Through its Manager Pawan Kumar Singh,
S/o Late Sri Dhoop Narayan Singh. …… Petitioner

Versus

1. The Regional Manager,
   Indian Overseas Bank,
   Regional Office, Lucknow.
2. Indian Overseas Bank,
   Main Branch Vidhan Sabha Marg,
   Hazratganj, Lucknow.
3. The Chief Manager,
   Indian Overseas Bank,
   Main Branch, Vidhan Sabha Marg,
   Hazratganj, Lucknow. …….. Respondents

Mr. Mohd. Khalid, Advocate for the petitioner.

JUDGMENT

Coram: Hon. Rajeev Gupta, C.J.
Hon. M.M. Ghildiyal, J.

RAJEEV GUPTA, C.J. (Oral)

Mr. Mohd. Khalid, Advocate for the petitioner is heard.

2. The petitioner has filed this writ petition for the following reliefs:

> "i. Issue a Writ, Order or direction in the nature of mandamus commanding and directing the Opposite Parties not to debit any further interest liability in the Cash Credit Account – CC-562 as on 21.03.2005 i.e. on the day a/c of the petitioner were seized and also restrained to take any action of recovery relating to loan a/c.
>
> ii. Issue a Writ, Order or Direction in the nature of Ad-Interim Mandamus commanding and directing the Opposite Parties to consider and decide appropriate rehabilitation package for the petitioner, which will include inter-alia the following:

a. Cash Credit liabilities of the company are converted into term loan w.e.f. 21st March, 2005.

b. This should be a medium term loan with a moratorium and waiver of interest for a period of two years effective from 21st March, 2005.

c. Repayment of installments should also start after two years.

iii. Issue such other Writ, Order or Direction, which this Hon'ble Court may kindly deem just and proper under the circumstances of the case in favour of the petitioners and against the Opposite Parties.

iv. Award the cost of the Writ Petition in favour of the Petitioners and against Opposite Parties."

3. As the parties are bound by the terms of the agreement between them, we do not find any ground for issuance of a writ of mandamus in the nature sought by the petitioner.

4. The petitioner, however, shall be at liberty to convince respondent Bank that, in view of the intervening factors beyond the control of the petitioner, the Bank should not charge interest on the amount which was not utilized by the petitioner for the period during which the petitioner's account was seized on the directions of the Central Bureau of Investigation, if it is so permissible under the terms of agreement and the relevant provisions of law.

5. With the above observation, the writ petition stands disposed of.

(M.M. Ghildiyal, J.) **(Rajeev Gupta, C.J.)**
22.02.2006 **22.02.2006**

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